

Exhibit C



June 9, 2017

Ricardo Mazzitelli
6770 Indian Creek Drive, Apt 10E
Miami Beach, FL 33141

*Mazzitelli
Consulting
Incorporated*

Re: Master Independent Contractor Agreement

Dear Ricardo,

This letter serves as the Shared Professional Services Master Agreement ("Master Agreement") between **Ricardo Mazzitelli** ("you", "contractor" or "consultant") and GRC Solutions LLC ("GRC" or "the Firm") for our mutual benefit. It proposes the following terms and conditions outlining our relationship going forward, and will become effective on **July 10, 2017**, or another mutually agreed date:

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Duties

- You will be engaged by GRC to perform consulting services on an "as needed" basis as an independent contractor; that is, your services will be contracted for specific work not as an employee, partner, agent of, or joint venture with the Firm for any purpose. You shall not be entitled to any benefits accorded to GRC's employees. You will be responsible for your own workers' compensation, disability benefits and unemployment insurance and for withholding or paying all employment-related taxes for any all compensation paid to you.
- Duties and services may be amended in writing from time to time, and additional services may be presented or supplemented with subsequent estimates for services to be rendered by you and agreed to by the Firm, via an addendum to this Master Agreement.
- You will be given advance notice of a specific project which is to begin, the expected duration of said project, the nature of the work, your specific role in the project, and the rate of pay for said project. This information will be communicated in writing in an addendum to this master Agreement.
- This Agreement is not intended to guarantee any minimum number of projects or billable hours. Our mutual commitment is limited to these periodic engagements only.
- You will present yourself to GRC clients ("Client") as having been contracted by GRC to perform the specific services delineated herein and any addendums.
- You hereby agree to indemnify and hold GRC harmless from any claims, losses, costs, fees, liabilities, damages or injuries suffered by GRC arising out of your failure or negligence with respect to your obligations hereunder.

Compensation

- For each hour you provide services hereunder, you shall be paid at a professional hourly rate as agreed upon per assignment pursuant to the addendum. It is expected that your hours will vary based upon the assigned project, but in most instances should not exceed forty (40) hours per week.

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- You will have the opportunity to decline any assigned project; however, GRC is under no obligation to provide alternative work to you. You will provide as much notice as possible of any periods during which you are not available for work so that it can be rescheduled.
- We will invoice our Client for services performed and in turn you will invoice us directly for services performed on behalf of GRC. Such invoices may be payable semi-monthly but no later than 30 days from receipt of them. In addition, and as a condition of payment, you will complete and provide us with GRC timesheets (through our portal) on a weekly basis for each project on which you are engaged.
- You shall be paid in accordance with GRC's standard payment schedule and only if payment is actually made by the Client to GRC for the services you perform. In addition, GRC may withhold payment to you if the Client or project leader (i) refuses to sign your GRC Timesheets; or (ii) refuses to pay GRC because your performance is deemed unsatisfactory.
- The Firm shall not be responsible for withholding taxes with respect to your compensation, as you remain responsible for making all required tax payments. You hereby agree that GRC shall not be required to pay or reimburse you for any taxes incurred as a result of the transactions contemplated hereby. You further agree to indemnify and hold GRC harmless from any claims of tax liability claims that may arise from or relate to this Agreement from any Federal, State or local government agency for failure to withhold any taxes or pay any type of payroll taxes, unemployment insurance or worker's compensation and other similar liabilities, whether or not required to be withheld from amounts paid to you, and you shall be responsible to pay and satisfy any and all such claims or judgments related to such liabilities.
- You shall have the responsibility for payment of workers' compensation, disability benefits and unemployment insurance and for withholding or paying all employment-related taxes for any all compensation paid to you.
- You will have no claim against the Firm for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

Term of Agreement

- This engagement shall commence upon execution of this Master Agreement and shall continue in full force and effect until such time as terminated by either party in accordance with this Master Agreement.
- Engagement under this agreement is subject to verification of the employment and reference information you have provided via a background check.

General Terms of Service

- You will accept responsibility in meeting the Client's project schedule within agreed upon budgeted hours. Such budgeted hours shall be discussed and approved prior to the commencement of any work. You will advise us promptly if circumstances develop that require you to extend the work beyond the budgeted hours.
- You will be responsible for completing the agreed upon work procedures, consistent with existing methodologies and formats as **required by the Client**.
- Upon completion, all work performed including any modifications shall be submitted for review and approval to the project leader, who will then be responsible for submitting work to the Client.

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Confidentiality

- You understand that any and all confidential and proprietary information accessed or made available to you during the performance of your work are the property of the Firm, and will remain so even beyond the term of this Agreement. Confidential and Proprietary Information is defined as any information received from the Firm or the Firm's Clients or Affiliates which is confidential or proprietary or which may constitute trade secrets of the Firm and which 1) has not been disclosed publicly by the Firm, 2) is otherwise not a matter of public knowledge, or 3) is a matter of public knowledge but which you have reason to know became a matter of public knowledge through an unauthorized disclosure. Proprietary or confidential information shall include information which has been developed or used by the Firm and is unique to the Firm, the unauthorized disclosure of which would reduce the value of such information to the Firm. This includes any information which relates to GRC's business, products, processes, services, or trade secrets, including, but not limited to, information related to concepts, ideas, financial, accounting, computer programs, techniques, proposals, business plans, products under development, the Firm's Client lists and any confidential information about (or provided by) any Client or prospective or former Client of the Firm, and any written material referring or relating to legal or regulatory matters. It also includes any information related to Client business, including, but not limited to, project requirements, forecasts, marketing, selling, audit and analysis results and the documentation thereof, and all data and information relating to our client's customers provided to GRC in the performance of services. It is understood that none of your own proprietary files, records, documents or other materials shall constitute confidential information.
- You agree to hold any Confidential Information in strict confidence and will exercise a reasonable degree of care to prevent disclosure, either direct or indirect, to any third party, including, without limitation, GRC Affiliates, Subcontractors, Consultants, Clients, Clients' customers, or Competitors without the Firm's prior written consent.
- Any and all inventions, discoveries, developments, processes, methodologies and innovations conceived by you during this engagement relative to the duties under this Agreement shall be the exclusive property of the Firm; and you hereby assign all right, title, and interest in the same to the Firm. Any and all inventions, discoveries, developments, processes, methodologies and innovations conceived by you prior to the term of this Agreement and utilized in rendering duties to the Firm are hereby licensed to the Firm for use in its operations.

Conflicts of Interest; Non-Hire

- You represent that you are free to enter into this Agreement, and that this engagement does not violate the terms of any Agreement between yourself and any third party.
- During the term of this Agreement, you shall devote as much of your contracted time, energy and abilities to the performance of duties hereunder as is necessary to perform the required duties in a timely and productive manner. Notwithstanding the foregoing, you may, to the extent consistent with this Master Agreement, provide services to others and through any other person or entity during those times you are not performing work under this Master Agreement.
- Further, in performance of services, you will not utilize any invention, discovery, development, improvement, innovation, or trade secret in which you do not have a proprietary interest.

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Other

- Either party may terminate this Agreement with 30 days written notice. However, GRC may terminate this Master Agreement or any addendum thereto immediately, without notice, (i) for cause, (ii) upon a breach of any provision of the Master Agreement, (iii) if the client requests your removal, (iv) upon completion of services, (v) upon termination of any addendum, or (vi) upon the depletion of the funds provided by the client to pay for the services rendered hereunder.
- It is understood that all Clients either serviced directly by you or referred by you on behalf of the Firm will be considered Clients of the Firm and subject to all the clauses contained in this Agreement.
- This letter is not intended to cover all aspects of this arrangement. Should a circumstance arise which is not covered in this document, GRC reserves the right to address it separately.
- This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of New Jersey.

We look forward to building a strong working relationship with you.

Very truly yours,



Theodore Kavoczka
Managing Director, GRC Solutions

To: GRC Solutions

The foregoing letter describes and constitutes the Master Independent Contractor Agreement between GRC and Ricardo Mazzitelli and is accepted.

6/19/2017
Date

[Signature]
Name